IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE P.R.RAMAN
&
THE HONOURABLE MR. JUSTICE ANTONY DOMINIC

TUESDAY, THE 27TH FEBRUARY 2007 / 8TH PHALGUNA 1928

WA.No. 192 of 2007()

AGAINST THE JUDGEMENT/ORDER IN WPC.27458/2004
.....

APPELLANT: PETITIONER

K.K.GOPI, NISHA NIVAS,
UMMAKKUNNU, THALAYOLAPARAMBU P.O.,
KOTTAYAM DISTRICT.

BY ADV. SRI.SUDHEESH.A.
SMT.C.V.BINDU

RESPONDENTS/RESPONDENTS:
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1. KERALA LIVESTOCK DEVELOPMENT BOARD LTD., REPRESENTED BY ITS MANAGING DIRECTOR, THIRUVANANTHAPURAM.

2. THE MANAGER (PTS), KERALA LIVESTOCK DEVELOPMENT BOARD LTD., MUVATTUPUZHA.

BY ADV.SMT.SUMATHY DANDAPANI, SC FOR KLSDB

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 27/02/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

P.R.RAMAN & ANTONY DOMINIC, JJ.

W.A NO. 192 OF 2007

Dated this the 27th day of February, 2007

J U D G M E N T

P.R.Raman, J.

The appellant, who was a retired Field Officer of the Animal Husbandry Department, was given contract appointment by the Kerala Livestock Development Board as Livestock Inspector, on the specific terms and conditions mentioned in the order of appointment. After completing the initial period, he was again appointed for another spell by Ext.P2. During the earlier spell in which he was appointed, the honorarium payable to him was Rs.4,839/- per month. However, after the expiry of the period, when he was reappointed for the subsequent spell by Ext.P2, he was specifically told that his honorarium will only be Rs.3,590/- per month. The contention of the appellant was that he should be paid the same remuneration as paid during the first spell. This was not accepted by the learned Single Judge in view of the specific terms contained in the contract between the parties. We

do not find any reason to interfere with the judgment impugned in this appeal.

Writ appeal is dismissed.

P.R.RAMAN, JUDGE

ANTONY DOMINIC, JUDGE

Rp